



**THE CITY OF NEW YORK
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May 18, 2010

VIA ECF

Honorable I. Leo Glasser
United States District Judge, EDNY
United States District Court
225 Cadman Plaza East
Brooklyn, NY 11201

Re: Franklin McPherson v. City of New York et al., CV 09-2881 (ILG)(JO)

Your Honor:

Enclosed please find the executed Stipulation and Order of Settlement and Discontinuance in the above-referenced matter for the Court's endorsement and filing.

Thank you very much for your consideration herein.

Respectfully submitted,

/s/

Philip S. Frank
Assistant Corporation Counsel
Special Federal Litigation Division

cc: Via ECF
Honorable James Orenstein
United States Magistrate Judge, EDNY
United States District Court
225 Cadman Plaza East
Brooklyn, NY 11201

cc: Via ECF
Edward Friedman, Esq.
26 Court Street
Suite 1903
Brooklyn, NY 11242

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

FRANKLIN McPHERSON,

Plaintiffs,

-against-

THE CITY OF NEW YORK, POLICE OFFICER JAMES GEBBIA, TAX REG. NO. 934915, POLICE OFFICERS "JOHN" HERNANDEZ and "JANE" WATSON, WHOSE FIRST NAMES AND BADGE NUMBERS ARE PRESENTLY UNKNOWN, AND POLICE OFFICERS "JOHN DOES 1-3", WHOSE NAMES AND BADGE NUMBERS ARE PRESENTLY UNKNOWN,

CV 09-2881 (ILG)(JO)

Defendants.

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WHEREAS, plaintiff Franklin McPherson commenced this action by filing a complaint on or about July 7, 2009, alleging that defendants violated his constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Franklin McPherson the sum of ***Six-Thousand Dollars (\$6,000.00)*** in full satisfaction of all claims, including claims for costs, attorneys' fees and expenses. In consideration for the payment of this sum, plaintiff Franklin McPherson agrees to dismissal with prejudice of all claims against the named defendants, the City of New York, James Gebbia, Lauran Watson and David Hernandez, and to release all defendants including the individuals named herein as "JOHN DOES 1-3," and any present or former employees or agents of the City of New York, or any agency thereof, including but not limited to the New York City Police Department, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses or attorneys' fees.

3. Plaintiff Franklin McPherson shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above, and an Affidavit of Status of Liens.

4. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or any agency thereof, including but not limited to the New York City Police Department.

6. This Stipulation and Order, comprising three typewritten pages, contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto or to vary the terms and conditions contained herein.

Dated: New York, New York
5/18, 2010

Edward Friedman, Esq.
Attorney for Plaintiff
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Brooklyn, NY 11242
(718) 852-8849

By: Edward Friedman
Edward Friedman, Esq.

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of the City of New York
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By: Philip S. Frank
Philip S. Frank
Assistant Corporation Counsel
Special Federal Litigation Division

SO ORDERED:

HON. I. LEO GLASSER, U.S.D.J.